



CYNTHIA D. BANKS  
Chief Deputy

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## COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

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3175 WEST SIXTH STREET • LOS ANGELES, CA 90020-1708 • (213) 738-2600 (213) 385-3893 FAX

*"To Enrich Lives Through Effective And Caring Service"*

BOARD OF SUPERVISORS

GLORIA MOLINA  
YVONNE BRATHWAITE BURKE  
ZEV YAROSLAVSKY  
DON KNABE  
MICHAEL D. ANTONOVICH

May 18, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**ACCEPTANCE OF SUPPLEMENTAL GRANT FUNDS AND APPROVAL OF  
FUNDING RECOMMENDATIONS FOR PROGRAM YEAR (PY) 2004 COMMUNITY  
SERVICES AMERICAN INDIAN BLOCK GRANT PROGRAM  
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and accept an additional \$89,202 for the 2004 Program Year Community Services American Indian Block Grant (CSAIBG) from the State of California Department of Community Services and Development (CSD), which supplements the \$261,200 in CSAIBG funds previously approved by the Board on February 3, 2004. Of this total, \$34,479 will be used for additional funding for the current contractors: Gabrieleno/Tongva Tribal Council, United American Indian Involvement, Inc., and Fernandeno/Tataviam Tribal Council for the provision of client services, \$44,019 will be used for Community and Senior Services (CSS) program costs including a consultant services agreement, and \$10,704 will be used for CSS additional administrative costs resulting from the supplemental allocation.
2. Approve and instruct the Director of CSS, or designee, to sign amendments to Agreement No. 35132 with the Gabrieleno/Tongva Tribal Council, Agreement No. 35133 with the United American Indian Involvement, Inc., and Agreement No. CJ35134 with the Fernandeno/Tataviam Tribal Council to expand the provision of community services, thereby augmenting the maximum contract sums by 15%, as a result of the supplemental allocation, in a form substantially similar to Attachment B, effective upon Board approval through December 31, 2004.

3. Approve and instruct the Director of CSS, or designee, to sign a consultant agreement for the provision of program assistance, in an amount not to exceed \$25,000, in a form substantially similar to Attachment C, effective upon Board approval, through December 31, 2004.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Each calendar year, the County receives CSAIBG grant funding from the U.S. Department of Health and Human Services through the CSD. The grant provides funding for CSAIBG program services approved by the Self Governance Board of the Native American Commission (SGB) as well as for Community and Senior Services (CSS) administrative costs. For the 2004, Program Year, the final Congressional CSAIBG appropriation has been approved. In February 2004, CSD notified the SGB that Los Angeles County had received a Program Year 2004 grant award of \$350,402 based on the 2000 Census figures. Of the \$350,402 allocated for the 2004 Program Year, your Board already approved \$261,200 at its February 3, 2004, meeting and \$89,202 is pending approval.

The recommended actions will enable CSS to continue providing low-income American Indian families and individuals in Los Angeles County with access to emergency and other community services provided by the CSAIBG program.

### **Implementation of Strategic Plan Goals**

The CSAIBG program supports the principles of the Countywide Strategic Plan by continuing to build a seamless delivery system for Los Angeles County residents.

### **FISCAL IMPACT/FINANCING**

The CSAIBG grant of \$350,402 provides funding for program and administrative/overhead costs as outlined below:

Cost Categories	Previously Approved Allocation (February 3, 2004)	Additional Allocation	Totals
Contractor Allocations	\$229,856	\$34,479	264,335
CSS/SGB Consultant	0	25,000	25,000
CSS Program Costs	0	19,019	19,019
CSS Admin. Costs	31,344	10,704	42,048
<b>Totals</b>	<b>261,200</b>	<b>89,202</b>	<b>350,402</b>

There is no net County cost as the CSAIBG program is fully financed by State revenues. Funding has been included in the Department's FY 2003 -04 Adopted Budget, and the additional funding will be included in FY 04-05 Final Changes.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

The CSAIBG program provides emergency services and safety net services which can include but are not limited to weatherization, utility assistance, shelter assistance (bed nights, hotel vouchers), brown bags, and emergency meals. The three agencies provide an indication of their program activities and service areas as a part of their yearly proposals.

The additional funding will enable the three contractors: United American Indian Involvement, Gabrieleno/Tongva Tribe, and Fernandeno/Tataviam Tribe to expand their current services through increased outreach. Each agency has provided amended Statements of Work indicating the increase in unduplicated clients and services. Specifically, the additional funding will enable the Gabrieleno/Tongva Tribe to increase from 80 unduplicated clients in the current contract to 100 unduplicated clients in the amended contract, including youth services; and to increase the units of service in the current contract from 2000 to 4,000. It will enable the Fernandeno/Tataviam to increase from 36 unduplicated clients in the current contract to 226 unduplicated clients in the amended contract, including youth services. It will enable the United American Indian Involvement to increase their American Indian senior services

units of service from 5,500 in the current contract to 6,326 in the amended contract, resulting in an increase in the number of hot meals provided to American Indian senior clients including other emergency food services (brown bags).

The consultant will provide services which include programmatic review and evaluation; development of reports and statistical measurements; development of recommendations for the enhancements of services; and the direct provision of technical assistance to the three contractors.

The required Grant Management Statement is attached (Attachment D).

The Los Angeles City/County Native American Indian Commission Self-Governance Board (NAICSGB) recommended the funding of agencies as shown on Attachment A.

County Counsel has approved the amendment No. 1 with the three contractors (Attachment B) and the consultant agreement (Attachment C), as to form.

### **CONTRACTING PROCESS**

The NAIC/SGB recommended amending the contracts with three existing agencies. Two of these agencies (Gabrielino/Tongva Tribal Council and United American Indian Involvement, Inc.) were selected on February 1, 2000, as a result of a competitive Request for Proposals (RFP) process issued in December of 1999. The third agency, Fernandeno/Tataviam Tribal Council, was selected on July 9, 2003, as a result of a competitive Request for Proposals (RFP) process issued on May 16, 2003. These three agencies have demonstrated the capability and experience to effectively serve CSAIBG eligible families and individuals in the County.

In Fiscal Year 2003, the Self Governance Board utilized an RFP process to identify and select a Consultant for the Community Services American Indian Block Grant (CSAIBG) program. An ad was placed in the Los Angeles Times, all American Indian agencies were notified of the consultant position, and a review was made of the applications submitted. Given the short time frame in which to expend funds, a more recent solicitation process was not possible. Instead, the same qualified consultant who was selected under the prior solicitation will provide services, which include programmatic review and evaluation; development of reports and statistical measurements; development of recommendations for the enhancement of services; and the direct provision of technical assistance to the three contractors.

**Monitoring**

Reports on a quarterly, semi-annual, and annual basis are provided by the SGB to the State indicating the amount and nature of emergency services provided. The subcontractors provide the SGB with a description of their program activities and service areas as part of their yearly proposals, which serve as a basis for the reports provided to the State. In addition, the monthly data agency reports and the client characteristics reports provided by the sub-contractors will be made available to your Board.

**IMPACT ON CURRENT SERVICES**

Approval of the recommended actions will enable CSS to continue providing emergency and other program services to low-income Native American Indians residing in Los Angeles County.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Cynthia Banks", followed by a small circular mark.

CYNTHIA BANKS  
Chief Deputy

Attachments (4)

c: David E. Janssen  
Raymond G. Fortner, Jr.  
Violet Varona-Lukens  
J. Tyler McCauley

**ATTACHMENT A**  
**LOS ANGELES COUNTY/NATIVE AMERICAN INDIAN COMMISSION/SELF-GOVERNANCE BOARD OF LA**  
**CSAIBG PY 2004 FUNDS ALLOCATION**

AGENCY	Supervisory Districts Projected Amounts							
	1	2	3	4	5	Previously Approved Board Letter (Based on Projected Allocation)	Additional FY 2004 Allocation	Current Board Letter (Based on Additional Allocation)
Gabrieleno/Tongva Tribal Council	Serving all Supervisory Districts					68,957	10,344	79,301
United American Indian Involvement, Inc.	Serving all Supervisory Districts					78,840	11,826	90,666
Fernandeno/Tataviam Tribe	Serving all Supervisory Districts					82,059	12,309	94,368
CSS/SGB Consultant Costs*							25,000	25,000
CSS Program Cost**						-	19,019	19,019
Subtotal						229,856	78,498	308,354
CSS Administrative Cost						31,344	10,704	42,048
TOTAL PROGRAM AND ADMINISTRATIVE COSTS						\$261,200	89,202	\$350,402

\* Consultant costs will not exceed \$25,000.

\*\* \$19,020 staff program costs to support the Self-Governance Board, program planning and development, and other technical Assistance, which have a direct program impact and delivery of services.

**COUNTY OF LOS ANGELES**

**CONTRACT FOR CONDUCT AND ADMINISTRATION OF THE  
COMMUNITY SERVICES AMERICAN INDIAN BLOCK GRANT  
AMENDMENT NO. 1**

**PROJECT TITLE:** American Indian One Stop Assistance Program

**AGENCY:** Gabrieleno/Tongva Tribal Council

**CONTRACT NO:** 35132

**THIS AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2004, by and between:

**COUNTY OF LOS ANGELES, State of California,  
hereinafter called the "COUNTY", and**

Gabrieleno/Tongva Tribal Council  
**hereinafter called the "CONTRACTOR";**

**WHEREAS**, reference is made to that certain document entitled "Contract for Conduct and Administration of the Community Services American Indian Block Grant", dated February 3, 2004, and further identified as County Agreement No. 35132 (hereinafter referred to as "Agreement"); and

**WHEREAS**, said Agreement provides that changes may be made in the form of a written agreement which is fully approved and executed by both parties; and

**WHEREAS**, it is the intent of the parties hereto to amend the Agreement to increase the maximum contract sum and make the changes described hereinafter;

**NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the parties mutually agree as follows:**

- 1. That SECTION 2, "CONTRACTOR'S OBLIGATIONS" shall be amended as follows:**

**"SECTION 2. CONTRACTOR'S OBLIGATIONS.**

- (a) CONTRACTOR shall comply with all terms and conditions of this CONTRACT (including all terms contained in the exhibits hereto), and those imposed and required by the Los Angeles County Community Services American Indian Block Grant Program (CSAIBG), COUNTY and State law provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the State). The Los Angeles City/County Native American Indian Self-Governance Board shall have full authority to act for the COUNTY in the administration of this contract consistence with the provisions contained herein.
- (b) In addition to other obligations set forth in this CONTRACT, and subject to County oversight, the CONTRACTOR shall perform those activities identified in the Statement of Work (Exhibit B-1)."

**2. That SECTION 3. "COUNTY OBLIGATIONS" shall be amended as follows:**

**"SECTION 3. COUNTY OBLIGATIONS.**

COUNTY agrees to reimburse CONTRACTOR for the Contractor's actual eligible expenditures permissible under CSAIBG regulations, which are incurred in providing services during the contract period, in accordance with relevant invoicing policies and procedures set forth in this contract; provided, however, that the total amount obligated and paid to the CONTRACTOR by the COUNTY, pursuant to this contract shall not exceed: Seventy nine thousand three hundred one dollars (\$ 79,301) during the term of this contract.

All CSAIBG expenditures made by the Contractor must be in accordance with the Budget, (Exhibit C-1) attached to the contract and incorporated herein."

**IN WITNESS WHEREOF,** The COUNTY OF LOS ANGELES has caused this Amendment to be subscribed on its behalf by the Director of the Community and Senior Services, or his designee, and the CONTRACTOR has subscribed the same through its authorized officer, on the day, month, and year above written. The person signing on behalf of the CONTRACTOR warrants that he or she is authorized to bind the CONTRACTOR, and attests to the truth and authenticity of representations made and documents submitted and incorporated as part of this contract, under penalty of perjury.

By \_\_\_\_\_  
Cynthia Banks, Chief Deputy  
Community and Senior Services

LOS ANGELES CITY/COUNTY NATIVE  
AMERICAN INDIAN COMMISSION  
SELF-GOVERNANCE BOARD

By \_\_\_\_\_

APPROVED AS TO FORM:  
Office of the County Counsel

By \_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Contractor's Name (Print or type)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
Title (Print or Type)



**COUNTY OF LOS ANGELES**

**CONTRACT FOR CONDUCT AND ADMINISTRATION OF THE  
COMMUNITY SERVICES AMERICAN INDIAN BLOCK GRANT  
AMENDMENT NO. 1**

**PROJECT TITLE:** One Stop Service

**AGENCY:** Fernandeno/Tataviam Tribal Council

**CONTRACT NO:** CJ35134

**THIS AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2004, by and between:

**COUNTY OF LOS ANGELES, State of California,  
hereinafter called the "COUNTY", and**

**Fernandeno/Tataviam Tribal Council  
hereinafter called the "CONTRACTOR";**

**WHEREAS**, reference is made to that certain document entitled "Contract for Conduct and Administration of the Community Services American Indian Block Grant", dated February 3, 2004, and further identified as County Agreement No. CJ35134 (hereinafter referred to as "Agreement"); and

**WHEREAS**, said Agreement provides that changes may be made in the form of a written agreement which is fully approved and executed by both parties; and

**WHEREAS**, it is the intent of the parties hereto to amend the Agreement to increase the maximum contract sum and make the changes described hereinafter;

**NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the parties mutually agree as follows:**

1. That **SECTION 2, "CONTRACTOR'S OBLIGATIONS"** shall be amended as follows:

"SECTION 2. CONTRACTOR'S OBLIGATIONS.

- (c) CONTRACTOR shall comply with all terms and conditions of this CONTRACT (including all terms contained in the exhibits hereto), and those imposed and required by the Los Angeles County Community Services American Indian Block Grant Program (CSAIBG), COUNTY and State law provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the State). The Los Angeles City/County Native American Indian Self-Governance Board shall have full authority to act for the COUNTY in the administration of this contract consistence with the provisions contained herein.
- (b) In addition to other obligations set forth in this CONTRACT, and subject to County oversight, the CONTRACTOR shall perform those activities identified in the Statement of Work (Exhibit B-1)."

**2. That SECTION 3. "COUNTY OBLIGATIONS" shall be amended as follows:**

**"SECTION 3. COUNTY OBLIGATIONS.**

COUNTY agrees to reimburse CONTRACTOR for the Contractor's actual eligible expenditures permissible under CSAIBG regulations, which are incurred in providing services during the contract period, in accordance with relevant invoicing policies and procedures set forth in this contract; provided, however, that the total amount obligated and paid to the CONTRACTOR by the COUNTY, pursuant to this contract shall not exceed: Ninety four thousand three hundred sixty eight dollars (\$ 94,368 ) during the term of this contract.

All CSAIBG expenditures made by the Contractor must be in accordance with the Budget, (Exhibit C-1) attached to the contract and incorporated herein."

**IN WITNESS WHEREOF,** The COUNTY OF LOS ANGELES has caused this Amendment to be subscribed on its behalf by the Director of the Community and Senior Services, or his designee, and the CONTRACTOR has subscribed the same through its authorized officer, on the day, month, and year above written. The person signing on behalf of the CONTRACTOR warrants that he or she is authorized to bind the CONTRACTOR, and attests to the truth and authenticity of representations made and documents submitted and incorporated as part of this contract, under penalty of perjury.

By \_\_\_\_\_  
Cynthia Banks, Chief Deputy  
Community and Senior Services

LOS ANGELES CITY/COUNTY NATIVE  
AMERICAN INDIAN COMMISSION  
SELF-GOVERNANCE BOARD

By \_\_\_\_\_

APPROVED AS TO FORM:  
Office of the County Counsel

By \_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Contractor's Name (Print or type)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
Title (Print or Type)

**COUNTY OF LOS ANGELES**

**CONTRACT FOR CONDUCT AND ADMINISTRATION OF THE  
COMMUNITY SERVICES AMERICAN INDIAN BLOCK GRANT  
AMENDMENT NO. 1**

**PROJECT TITLE:** Robert Sundance Family Wellness Center

**AGENCY:** United American Indian Involvement, Inc.

**CONTRACT NO:** 35133

**THIS AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2004, by and between:

**COUNTY OF LOS ANGELES, State of California,  
hereinafter called the "COUNTY", and**

**United American Indian Involvement, Inc.  
hereinafter called the "CONTRACTOR";**

**WHEREAS**, reference is made to that certain document entitled "Contract for Conduct and Administration of the Community Services American Indian Block Grant", dated February 3, 2004, and further identified as County Agreement No. 35133 (hereinafter referred to as "Agreement"); and

**WHEREAS**, said Agreement provides that changes may be made in the form of a written agreement which is fully approved and executed by both parties; and

**WHEREAS**, it is the intent of the parties hereto to amend the Agreement to increase the maximum contract sum and make the changes described hereinafter;

**NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the parties mutually agree as follows:**

1. That **SECTION 2, "CONTRACTOR'S OBLIGATIONS"** shall be amended as follows:

**"SECTION 2. CONTRACTOR'S OBLIGATIONS.**

- (b) CONTRACTOR shall comply with all terms and conditions of this CONTRACT (including all terms contained in the exhibits hereto), and those imposed and required by the Los Angeles County Community Services American Indian Block Grant Program (CSAIBG), COUNTY and State law provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the State). The Los Angeles City/County Native American Indian Self-Governance Board shall have full authority to act for the COUNTY in the administration of this contract consistence with the provisions contained herein.
- (b) In addition to other obligations set forth in this CONTRACT, and subject to County oversight, the CONTRACTOR shall perform those activities identified in the Statement of Work (Exhibit B-1)."

**2. That SECTION 3. "COUNTY OBLIGATIONS" shall be amended as follows:**

**"SECTION 3. COUNTY OBLIGATIONS.**

COUNTY agrees to reimburse CONTRACTOR for the Contractor's actual eligible expenditures permissible under CSAIBG regulations, which are incurred in providing services during the contract period, in accordance with relevant invoicing policies and procedures set forth in this contract; provided, however, that the total amount obligated and paid to the CONTRACTOR by the COUNTY, pursuant to this contract shall not exceed: Ninety thousand six hundred sixty six dollars (\$ 90,666 ) during the term of this contract.

All CSAIBG expenditures made by the Contractor must be in accordance with the Budget, (Exhibit C-1) attached to the contract and incorporated herein."

**IN WITNESS WHEREOF,** The COUNTY OF LOS ANGELES has caused this Amendment to be subscribed on its behalf by the Director of the Community and Senior Services, or his designee, and the CONTRACTOR has subscribed the same through its authorized officer, on the day, month, and year above written. The person signing on behalf of the CONTRACTOR warrants that he or she is authorized to bind the CONTRACTOR, and attests to the truth and authenticity of representations made and documents submitted and incorporated as part of this contract, under penalty of perjury.

By \_\_\_\_\_  
Cynthia Banks, Chief Deputy  
Community and Senior Services

LOS ANGELES CITY/COUNTY NATIVE  
AMERICAN INDIAN COMMISSION  
SELF-GOVERNANCE BOARD

By \_\_\_\_\_

APPROVED AS TO FORM:  
Office of the County Counsel

By \_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Contractor's Name (Print or type)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
Title (Print or Type)



**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
CONSULTANT SERVICES CONTRACT**

This **Agreement** is entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the County of Los Angeles ("County"), by and through its Department, Community and Senior Services ("CSS"), and \_\_\_\_\_ ("Contractor").

**RECITALS**

**WHEREAS**, the County, through the Department of Community and Senior Services administers Community Services American Indian Block Grant (CSAIBG) ("Program"); received through the State of California Department of Community Services and Development (CSD), and

**WHEREAS**, the Board of Supervisors has authorized CSS to implement the Program for the provision of emergency and other community services, and

**WHEREAS**, CSS requires services of a special nature to provide program assistance directly related to the Community Service American Indian Block Grant.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the Program as administered by the County, the parties do hereby agree as follows:

**SECTION 1. APPLICABLE DOCUMENTS.** (a) This Agreement consists of this 4-page document, Exhibit A entitled "Standard Terms and Conditions, County of Los Angeles Community and Senior Services, Consultant Services Contract," and Exhibit B entitled "Statement of Work." Except as otherwise provided herein, Contractor shall comply with all terms and conditions of this Agreement, including all terms contained in the exhibits hereto.

(b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service between this 4-page document and the exhibits attached hereto, said conflict or inconsistency shall be resolved in favor of Exhibit A to this Agreement.

(c) The County and Contractor recognize and agree that Contractor is and intends to remain an individual consultant during the term of this Agreement, that Contractor has no employees and no corporate or other organizational structure, and that any provisions of this Agreement, including its Exhibits, which pertain to actions or responsibilities regarding employees or corporate or other business organizations and which would not otherwise be applicable to individual contractors, shall not apply to Contractor. In the event Contractor, during the term of this Agreement, hires employees or changes his or her organizational

structure from that of an individual consultant, Contractor shall immediately notify the County of such change and all provisions of the Agreement shall thereafter apply to the Contractor.

**SECTION 2. ADMINISTRATION.** The Director shall have overall responsibility for administering this Agreement on behalf of the County. A Program Manager shall be selected by Director, and shall have functional responsibility for administering this Agreement.

**SECTION 3. CONTRACTOR RESPONSIBILITIES.** (a) Contractor shall comply with all terms and conditions of this Agreement (including all terms contained in the exhibits hereto), and those imposed and required by Program provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the County, State and/or federal government).

(b) Contractor represents and warrants to the County, and County relies on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. The County and the Contractor understand and agree that the Contractor is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by the County pursuant to this Agreement

(c) Consistent with the Contractor's obligations set forth in this Agreement, and subject to County oversight, the Contractor shall perform those services/activities identified in the Statement of Work (Exhibit B).

**SECTION 4. COUNTY OBLIGATIONS.** (a) The County agrees to pay the Contractor for provision of services identified in the Statement of Work (Exhibit B) in accordance with relevant invoicing policies and procedures set forth in this Agreement; provided, however, that the full and complete amount obligated and paid to the Contractor by the County shall not exceed Twenty Five Thousand Dollars (\$25,000) during the term of this Agreement. However, payment of all invoices approved by the Director shall constitute full and complete payment hereunder, including transportation and all other costs associated with the Contractor's obligations contained in this Agreement.

(b) Payments made under this section shall be made from available Program funds and shall not be a charge on any other County funds from any source. Payments are conditioned on acceptable performance/progress by the Contractor and appropriation of Program funds for this Agreement.

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## SECTION 5. METHOD OF PAYMENT.

(a) The Contractor, shall, by the last working day of each month, submit monthly Billing statements and progress reports to the Director, or his/her designee detailing efforts under the Statement of Work (Exhibit B).

(b) Upon review by and approval or disapproval to the satisfaction of the Director, the County shall pay the Contractor an initial prorated amount beginning May 18, 2004 through May 31, 2004 in an amount not to exceed \$1,786.00 and thereafter County shall pay consultant an amount not to exceed \$3,316.29 per month. Monthly installments are subject to reduction at the discretion of the Director based on the progress and performance of the Contractor in any month. The final payment to the Contractor shall be withheld pending determination by the Director, or his/her designee, that all contractual obligations are satisfactorily completed. **Monthly installments shall be made no later than the Fifteenth (15<sup>th</sup>) working day of the following month.**

(c) In order to qualify for the maximum monthly sum, consultant must document, to the satisfaction of Director or his/her designee a minimum of eighty (80) hours worked in any given month.

**SECTION 6. TERM.** The term of this Agreement shall commence on \_\_\_\_\_, 2004, and terminate no later than the end of business on \_\_\_\_\_, 2004, except as otherwise provided herein.

**SECTION 7. NOTICES/AUTHORIZED SIGNATURES.** (a) Notices: Unless otherwise set forth in this Agreement, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent via hand-delivery or via first class mail (postage prepaid) to:

(a) County

Josie Marquez, Assistant Director  
Employment and Training Program  
Community and Senior Services  
3175 West Sixth Street, Room 307  
Los Angeles, CA 90020-1708

(b) Contractor

**IN WITNESS WHEREOF**, the County of Los Angeles, by and through its Community and Senior Services, and the Contractor have caused this Agreement to be executed on their behalf by their duly authorized representatives. The person signing on behalf of the Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor and that Contractor will perform in accordance with the terms set forth herein.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
Cynthia Banks, Chief Deputy  
Community and Senior Services

Approved as to Form:  
Office of County Counsel

By: \_\_\_\_\_  
Deputy

**CONTRACTOR**

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)



**LOS ANGELES COMMUNITY AND SENIOR SERVICES  
COMMUNITY SERVICES AMERICAN INDIAN BLOCK GRANT  
(CSAIBG)**

EXHIBIT A

**STANDARD TERMS AND CONDITIONS**

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## **STANDARD TERMS AND CONDITIONS COMMUNITY SERVICES BLOCK GRANT**

### **§ 100. DEFINITIONS.**

For purposes of this Contract, including all Exhibits thereto, the following definitions shall govern its interpretation. In the event of any omission or conflict in the definition or interpretation of any term defined herein, the parties agree that such term or interpretation shall be made in a manner consistent with said terms as defined or explained in the Community Services American Indian Block Grant Program, as amended, or implementing regulations.

§ 101. The Community Services American Indian Block Grant Program will be referred to as **"CSAIBG"**.

§ 102. **"Contractor"** shall mean the agency receiving funds through this Contract.

§ 103. **"DCSS"** shall mean the County of Los Angeles Department of Community and Senior Services.

§ 104. The Director of the Community and Senior Services shall be referred to as the **County Project Director**.

§ 105. **"County"** shall mean the County of Los Angeles.

§ 106. **"Contract"** shall mean the Contract by and between the Contractor and the County of Los Angeles, which Contract shall include the main document and all exhibits referenced thereto within the Contract.

§ 107. The State of California, Department of Community Services and Development will be referred to as **"STATE CSD"**, or **"State"**.

§ 108. The Community Action Agency will be referred as **"CAA"**.

§ 109. The Government Code of California will be referred to as **"CODE"**.

### **§200. ASSURANCES/CERTIFICATIONS.**

The Contractor provides the following assurances and certifications, and agrees to the following terms:

#### **§ 201. Legal Authority.**

- (a) The Contractor gives assurance and certifies that it possesses the legal authority to execute the proposed program, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor governing body, authorizing receipt of Community Services American Indian Block Grant Program funds, and directing and designating the authorized representative(s) of the Contractor to act in connection with the Community Services American Indian Block Grant Program specified and to provide such additional information as may be required by the County, State, or any agency of the federal government, as applicable.

- (b) The Contractor represents and warrants that its signatory to this Contract is fully authorized to obligate or otherwise bind the Contractor.

**§202. Compliance with Laws.**

- (a) The Contractor certifies and agrees that it will fully comply with all applicable requirements of the Community Services American Indian Block Grant Program regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the Contractor is provided actual or constructive notice. The County reserves the right to review the Contractor procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the federal government, as applicable. Additionally, the Contractor assures that it shall comply with all applicable provisions of the Federal Office of Civil Rights, Title VI requirement.
- (b) The Contractor certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this contract are incorporated by this reference. The Contractor shall indemnify and hold the County harmless from any loss, damage or liability resulting from a violation by the Contractor, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.
- (c) The Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:
  - (1) California Welfare & Institutions Code (WIC);
  - (2) California Department of Social Services (CDSS) Manual of Policies and Procedures;
  - (3) Social Security Act;
  - (4) State Energy and Efficiency Plan (Title 24, California Administrative Code);
  - (5) Clean Air Act (Section 306, 42 USC 1857 (h));
  - (6) Clean Water Act (Section 508, 33 USC 1368);
  - (7) Equal Employment Opportunity (EEO) (Executive Order 11246, amended by Executive Order 11375 and supplemented in Department of labor Regulations, 41 CFR Part 60); and
  - (8) Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

**§ 203. Nondiscrimination in Services.**

- (a) The Contractor certifies that the Contractor and all persons employed by Contractor, its affiliates, subsidiaries or holding companies, if any, shall not discriminate in the provision of services hereunder and that the aforementioned parties shall comply with all applicable federal and State statutes to the end that no person shall, on the basis of race, color, religion, ancestry, national origin, ethnic

group, sex, age, condition of physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract. For the purpose of this §203, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

- (b) If the County finds that any of nondiscrimination provisions have been violated, such violation shall constitute a material breach upon which the County may terminate or suspend this Contract. While the County retains the right to determine independently that the anti-discrimination provisions of this Contract have been violated, any determination by the State Fair Employment and Housing Commission or the federal Equal Employment Opportunity Commission that the Contractor has violated State or federal anti-discrimination laws or regulations shall also constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

**§ 204. Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights.**

- (a) The Contractor assures and certifies that all persons employed by it, its affiliates, subsidiaries or holding companies, are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, age, condition of physical or mental disability, marital status or political affiliation, in compliance with all anti-discrimination laws and regulations of the United States of America and the State as they now exist or may hereafter be amended.
- (b) Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry, national origin, condition of physical or mental disability, marital status or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (c) Contractor hereby assures that it will comply with the Civil Rights Act of 1964, 42 USC §§ 2000e through 2000e-17, to the end that no person shall, on grounds of race, religion, color, sex, national origin, condition of physical or mental disability, marital status or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- (d) To the extent applicable, Contractor shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or condition of physical or mental disability, marital status or

political affiliation as required by all applicable anti-discrimination laws and regulations of the United States and the State as they now exist or may hereafter be amended.

- (e) Contractor shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by the Director.
- (f) If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the State Fair Employment and Housing Commission or the federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- (g) The parties agree that in the event Contractor violates the anti-discrimination provisions of this Contract, County shall, at its option, be entitled to a sum of Ten Thousand Dollars (\$10,000) pursuant to California *Civil Code* Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

**§ 205. Wage and Hour Laws.**

The Contractor assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the Fair Labor Standards Act, as amended. The Contractor shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act, as amended, for services performed by the Contractor employees for which the County may be found jointly or solely liable.

**§ 206. Safety and Working Conditions.**

Applicable local, State and federal health and safety standards shall be observed. If a participant or Contractor employee is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 *et seq.*) and/or the California Occupational Safety and Health Act, as amended (*Cal. Labor Code* § 6300 *et seq.*), Contractor assures that such participant or employee will not be required or permitted to work, be trained, or receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to a the person's health or safety.

**§ 207. Employment Eligibility Verification.**

- (a) The Contractor warrants and certifies that it fully complies with all federal, state and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under the contract are eligible for employment in the United States. The Contractor shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the Contractor's failure to comply with the foregoing.



- (b) The Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The Contractor shall secure and retain verification of employment eligibility from any new personnel and, to the extent applicable, participants participating in or receiving services under this contract, in accordance with applicable provisions of law.

**§ 208. Drug Free Workplace Compliance.**

The Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code § 8350 et seq.*), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98, commencing with § 98.600).

**§ 209. Selective Service Compliance.**

The Contractor shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service act (50 USC Appx. §§ 451 *et seq.*) and other eligibility requirements applicable to the program under which the Participant is enrolled.

**§ 210. Warranty of Adherence to County's Child Support Compliance Program.**

- (a) The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations, if any, in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- (b) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor duty under this contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to *Code of Civil Procedure* Section 706.031 and *Family Code* Section 5246(b).

**§ 211. Acknowledgment of County's Commitment to Child Support Enforcement.**

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the contractor's place of business. The County's District Attorney and/or Department of Child Support Services will supply the Contractor with the poster to be used.

**§ 212. Conflict of Interest/Contracts Prohibited.**

- (a) The Contractor represents and warrants that no County employee, whose position enables him/her to influence the award of this contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by

the Contractor, or shall have any direct or indirect financial interest in this Agreement.

- (b) The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this contract will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this contract or who subsequently becomes affiliated with the Contractor in any capacity shall not participate in the provision of Services provided under this contract or share in the profits of Contractor earned for a period of one year from the date he/she separated from County employment.
- (c) The Contractor agrees to establish, maintain, implement, and enforce standards of ethical conduct for all its employees. Such standards shall include, but not be limited to, the prohibition against (1) solicitation or receipt of bribes and/or solicitation or receipt of illegal gratuities; (2) participating in matters affecting and employee's own financial interests or the financial interest of other specified persons or organizations; (3) receipt of gifts or giving of gifts to superiors by offerors or bidders; (4) concealing, mutilating or destroying public records; (5) the participation in the appointment or promotion of relatives; (6) failing to account for public money; and (7) conspiracy to commit an offense against or to defraud the County of Los Angeles, the State of California, or the federal government. Contractor certifies that such standards shall be adopted and implemented prior to execution of this Agreement.
- (d) Contractor shall provide training of its standards of ethical conduct to all its employees (including members of its governing body and administrative staff), initialing upon hiring/appointment and thereafter on a periodic basis; provided, however, that such training is provided at least on an annual basis.
- (e) The Contractor agrees to indemnify and hold the County, its officers, employees and agents harmless from any loss, damage, or liability (including without limitation disallowed costs) resulting from a violation by the Contractor, its officers, employees and agents of this section.

**§ 213. Lobbying.**

- (a) The Contractor certifies that no funds, materials, property or services provided directly or indirectly under the terms of this contract shall be used for or to promote any partisan or non-partisan political activity; support or defeat any pending legislation or administrative regulation; or for any sectarian purpose or activity.
- (b) The Contractor certifies that each County lobbyist as defined in Los Angeles County Code § 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this contract upon which County may immediately terminate or suspend this contract.

**§ 214. County Layoffs.**

Should the Contractor require additional or replacement personnel after the effective date of this contract, the Contractor agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this contract.

**§ 215. GAIN/GROW Program Participants.**

Should the Contractor require additional or replacement personnel after the effective date of this contract, the Contractor agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) and/or General Relief Opportunities for Work (GROW) Programs who meet Contractor's minimum qualifications for the open position. Upon request from Contractor, the County will refer GAIN/GROW participants by job category to the Contractor for consideration.

**§ 216. Debarment and Suspension.**

The Contractor certifies that it has not been subject to debarment and suspension under any federal (29 CFR Part 98), State or local grant program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County no later than execution of this Agreement by Contractor.

(b) **Responsible Contractor.** A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County, policy to conduct business only with responsible contractors.

(c) **Chapter 2.202 of the County Code.** The Contractor is hereby notified that, in accordance with County Code Chapter 2.202, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

(d) **Non-Responsible Contractor** The County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

(e) **Contractor Hearing Board.** (1) If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that

hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor may be deemed to have waived all rights of appeal.

(3) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

(f) **Subcontractor.** This § 216 shall also apply to subcontractor of County contractors.

#### **§ 217 Nepotism.**

The Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this contract if a member of the person's immediate family is employed in an administrative capacity by the Contractor. For the purpose of this Section, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the CONTRACTOR. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

#### **§ 218. Administrative and Personnel Procedures.**

Contractor warrants that it has adopted, shall retain, and make available upon request from the County, the following documents and amendments thereto:

- (a) Contractor financial and accounting procedures, which incorporate Generally Accepted Accounting Principles (GAAP). Contractor shall also adhere to applicable requirements of OMB Circular A-128 and A-133.
- (b) Contractor personnel policy, which incorporates due process protection of standard personnel procedures, and which the Contractor agrees to abide by in the performance of this contract .

#### **§ 219. Other Agreements.**

- (a) A copy of any agreements between the Contractor and other public or private organizations which directly impact activities funded under this contract shall be kept on file at the Contractor's offices and shall be provided to the County upon request. The Contractor shall also notify the County of any default, termination, or finding of disallowed costs under these agreements.
- (b) The Contractor warrants that no other funding source will be billed for services that are provided and paid for by the County under this contract.

#### **§ 220. Notification of Federal Earned Income Credit.**

With thirty (30) days of execution of this contract, the Contractor certifies that it shall notify its employees, and shall require each subcontractor, if any, to notify its employees, that they may be eligible for federal Earned Income Credit under the federal income tax laws.

Such notice shall be provided in accordance with the requirements set forth in *Internal Revenue Service Notice 1015*.

**§ 221. Activities Prohibited.** The Contractor certifies that:

- (a) No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).
- (b) No participant shall be employed or job opening filled: (1) when any other Individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the Community Services American Indian Block Grant Program.

**§ 222. Cost-of-Living Adjustments.**

Subject to applicable federal and State law, and to applicable provisions contained in collective bargaining agreements, if any, in effect on the date of execution of this contract, the Contractor agrees to restrict cost-of-living adjustments (COLAs) to its employees during the term of this contract to the lesser of (a) the average salary cost-of-living adjustment granted to County employees by the Board of Supervisors as of April 1<sup>st</sup> of the prior year, or (b) the Consumer Price Index for all Urban Consumers (CPI-U) as originally released by the United States Department of Labor, Bureau of Labor Statistics/Western Region, Los Angeles-Long Beach, Anaheim area. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving an increase in employee salaries, the Contractor and its employees shall also experience no COLAs.

**§ 223. Limitation on Corporate Acts.**

The Contractor shall not amend its articles of incorporation or by laws, move to dissolve or transfer any assets derived from funds provided under Section 3 of the foregoing contract, or take any other steps which may materially affect the performance of this contract without first notifying the County in writing. The Contractor shall notify the County immediately in writing of any change in the Contractor's corporate name.

**§ 224. Contractor's Acknowledgment of Recycled-Content Paper Use.**

Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited in County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible in the preparation and duplication of contract documents.

**§ 225. Sectarian Activities.**

Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatever, as specified by Article XVI, Section 5 of the Constitution, regarding separation of church and state.

**§ 226. Quality Assurance Plan.**

The County or its agent will evaluate Contractor's performance under this agreement on not-less-than an annual basis. Such evaluation will include assessing the Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of

the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

**§ 227. Compliance with Tax Regulations.**

Contractor certifies that this contractor has: (1) paid all Federal and State payroll taxes through the end of the calendar quarter preceding the date of the contract; (2) made all tax deposits required by Federal and State laws through the month preceding the date of the contract; (3) Complied with all the rules and regulations of the Federal and State Employer Tax Guide (W-2 and W-4); and (4) Complied with all payroll tax rules and regulations of the State of California.

**§ 228. General Grievance Procedures.**

- (a) Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after the Contract's effective date, the Contractor shall provide the COUNTY with the Contractor's policy for receiving, investigating and responding to user complaints.
- (b) If, at any time, the Contractor wishes to change their user complaint policy, the Contractor shall submit changes to the COUNTY.
- (c) The Contractor shall preliminarily investigate all user complaints and notify the COUNTY of the status of the investigation within five (5) business days of receiving the complaint.
- (d) When user complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- (e) Copies of all written complaint responses shall be sent to the COUNTY five (5) business days of mailing to the complainant.

**§ 229. Compliance with Jury Service Program.**

- (a) This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.
- (b) **Written Employee Jury Service Policy.**
  - (1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall received from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an

exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- (2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- (3) If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- (4) Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### **§ 230. Safely Surrendered Baby Law.**

- (a) **Notice to Employees Regarding Safely Surrendered Baby Law.** The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding

the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment "A" of this Contract and is also available of the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

- (b) **Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.** The Contractor acknowledges that the County places a high priority in the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

### **§ 300. INDEPENDENT CONTRACTOR.**

#### **§ 301. Independent Contractor.**

The Contractor shall at all times be acting as an independent contractor. This contract is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the Contractor. Contractor understands and agrees that all of Contractor personnel furnishing services to the County under this Contract are employees solely of the Contractor and not of the County for all purposes including but not limited to workers' compensation liability. The Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any Contractor personnel for injuries arising from or connected with services performed under this Contract.

#### **§ 302. Limitations.**

As an independent contractor, Contractor has no power or authority to bind the County to any obligations, agreements or contracts.

### **§ 400. CONTRACT ADMINISTRATION.**

The County Project Director shall have full authority to act for the County in the administration of this Contract consistent with the provisions contained herein and within the authority granted DCSS by the Board of Supervisors.

### **§ 500. PROVISION OF SERVICES.**

**§ 501. Services.** The Contractor shall perform all services under the terms of this Contract in accordance with the Statement of Work, attached to the Contract as Exhibit B and incorporated herein by this reference, at a level of performance as determined by the County.

#### **§ 502. Non-Authorized Participants.**

The Contractor agrees that all payments to Contractor by the County for services, which are related to clients who do not qualify under the eligibility requirements of the CSAIBG, shall be disallowed.



## **§ 600. COMPENSATION AND METHOD OF PAYMENT.**

To be determined by Program. May include the following: Method of Compensation, Request for Advanced Payment (if applicable), Return of Advanced Funds, Request for Cash, Fixed Fee Charges, Reimbursement for Actual Expenditures, Monthly Payment, Discrepancies in Payments, State/County Funding. Following are examples:

**Method Of Compensation.** Payments shall be made only after receipt, review, and approval of invoices by the County Project Director, or his designee. Invoices and any necessary supporting documentation as required by the County Project Director or his designee shall be submitted to Community and Senior Services as set forth in Section 803.

**Request for Advance Payment.** To the extent approved by County Counsel, cash advances, not to exceed 17% of the Contractor annual allocation set forth in Section 3 of the primary document, may be provided to the Contractor. Upon request by the Contractor in the form and manner prescribed by the County Project Director, the County may, at the sole discretion of the County Project Director, make advance payments, for anticipated and necessary program expenditures.

**Return of Advanced Funds.** Upon completion or termination of this contract, the Contractor shall return any advanced funds which exceed payments due the Contractor, if any, within thirty (30) days of completion or termination of the contract.

**Discrepancies in Payments.** If any audit conducted pursuant to Section 801 by a certified public accountant, the State, County and/or federal government finds that:

1. The Contractor's actual eligible costs incurred in providing services under this contract are lower than the payments made to Contractor by County pursuant to this contract, and/or finds costs which are not reimbursable in accordance with the applicable Federal and State regulations and directives relating thereto, then the Contractor shall repay the County the difference and/or the non-reimbursement costs by cash payment.
2. If such audit finds that Contractor's actual eligible costs incurred in providing services under this contract are higher than the payments made to Contractor by County pursuant to this contract, then the County shall pay the difference to Contractor provided that the total payments to contractor shall not exceed the total contract amount set forth in Section 3 of the 4 page-document at the beginning of this contract.

**State/County Funding.** Contractor recognizes that all funding for services to be provided by Contractor pursuant to this Agreement is subject to the terms and conditions contained in this year's agreement between State and County. County and Contractor therefore agree that the terms and conditions of the aforementioned agreement between County and State are binding upon Contractor to the extent such terms and conditions incorporated herein are applicable to Contractor's performance of this Agreement.

## **§ 700. FISCAL ACCOUNTABILITY.**

### **§ 701. Fiscal Policies/Procedures.**

Contractor shall adhere to strict fiscal and accounting standards and shall comply with Title 29 Code of Federal Regulations (CFR) Part 97 - Uniform Administrative Requirements for State and Local Governments, the Cost Principles of the Federal Office of Management and Budget (OMB) Circular A-21 for educational institutions, OMB Circular A-87 for state, local and Indian tribe governments, OMB Circular A-122 for non-profit organizations, OMB Circular A-102 for grants and cooperative contracts with state and local government agencies, OMB Circular A-133 for audits of states, local governments and non-profit organizations, and OMB Circular A-110 for uniform administrative requirements for grants and contracts with institutions of higher education, hospitals, and other non-profit organizations.

### **§ 702. Accounting.**

The Contractor shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. The Contractor should maintain their accounting system on an accrual basis of accounting.

### **§ 703. Commingling of Funds.**

Funds disbursed pursuant to this contract shall be used exclusively for services funded under this contract and shall not be commingled with any other monies of the Contractor, unless a written waiver is obtained from the County.

### **§ 704. Allegations Of Fraud And/Or Abuse.**

In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Community Services American Indian Block Grant Program provisions and regulations), the County reserves the right to withhold ten percent (10%) of the contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the County Project Director that withheld funds should be released to the Contractor. Such written determination shall not supersede or replace the final report.

### **§ 705. Disallowed Costs.**

If the Contractor fails to return unexpended funds or funds spent for disallowed costs related to any CSS contract it has with the County, County may withhold payment(s) to be made to Contractor under this contract

## **§ 800. AUDITS, REPORTS, RECORDS, & DOCUMENTATION.**

### **§ 801. Audit Rights.**

The Contractor shall establish and maintain a financial management system, which provides for adequate control of Community Services American Indian Block Grant Program funds and other assets; insures adequacy of financial data; and provides for operational efficiency and adequate internal controls. Failure to comply with this section may, in addition to other remedies available to the County, result in withholding of payment to the Contractor or termination or suspension of this Contract in accordance with its terms. Furthermore, final payment to the Contractor shall not be made until Contractor has, in the sole determination of the County, fully complied with all requirements contained in this Section.

- (a) The Contractor shall obtain and finance annually (at program year end) an independent audit in compliance with respective OMB Circulars. Audit requirements, including those contained in OMB Circular A-133, shall apply to this Contract as follows:
  - (1) Contractor shall if applicable obtain an independent organization-wide financial and compliance audit (single) of each fiscal year in which funding is received under this Contract.
  - (2) The audits required by this Section shall be submitted within one (1) month after completion but in no event later than nine (9) months after the end of the auditee's fiscal year.
  - (3) To the extent such audit contains findings and/or recommends corrective action with respect to cited deficiencies, improprieties, and/or questionable costs or activity, Contractor shall also present with the audit a detailed corrective action plan which shall be implemented prior to final payment due the Contractor for any given fiscal year. Said corrective action plan shall be subject to County approval prior to implementation.
- (b) The Contractor shall allow authorized County, State and federal representatives to have full access to the Contractor facilities and all related Community Services American Indian Block Grant Program documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the program set forth in this contract, including the interviewing of the Contractor staff and program participants during normal business hours.
- (c) The Contractor shall take all actions necessary to enable any of the County, State, and/or federal representatives to clearly determine whether the Contractor is properly performing its contractual obligations, especially in relation to payments received.
- (d) Failure by the Contractor to comply with the requirements of this Section shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this contract.

**§ 802. Records.**

- (a) The Contractor shall make any and all Community Services American Indian Block Grant Program related records, reports, participant files, and other documentation and physical evidence, in addition to documents required by this contract, as may reasonably be requested by the County, available for inspection and audit by any federal, State, or County agency, upon request, for three [(3) years from the termination date of this contract] In the event of litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved.
- (b) (1) The Contractor shall inform the County in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this contract. The contractor shall inform the County in writing of

any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records, reports, participant files and other documentation beyond the boundaries of the County shall require prior written approval by the County.

- (2) If the Contractor ceases operations prior to five (5) years from the beginning date of the term of this contract or before all litigation, audits and claims have been resolved, the Contractor shall provide the name, address, and telephone number of the Contractor representative plus an inventory of all such records, reports, participant files, and other documentation and physical evidence **and** either:
  - (c) Notify the County where the records, reports, participant files, and other documentation shall be stored and how they will be made available upon request in a timely fashion, or
  - (d) Deliver all the documentation to a location designated by the County.
  - (e) The Contractor agrees to maintain an official contract file, which contains at least the signed contract and any modification and/or amendments to the contract.
  - (f) The Contractor shall record costs incurred in the discharge of the Contract.

**§ 803. Reporting.**

The Contractor shall submit the following reports for the Community Services American Indian Block Grant Program to the County:

- (a) **Monthly:** by the 10<sup>th</sup> calendar day of the month following the month covered in the report:
  - (1) Monthly Funding Requisition and Expenditure Report (FR & ER)
  - (2) Monthly Performance report (MPR)
  - (3) Safety Net Report/Emergency Services(SNR)
- (b) **QUARTERLY:** on April 10, July 10, October 10, and January 10: Programmatic Data – Clients Characteristic Report.
- (c) **Expenditure Closeout Report:** A final expenditure closeout report to be submitted on the form and manner designated by the County project Director, 60 days upon completion or termination of this contract.

The monthly invoices and closeout reports identified in this **§ 803** shall be sent to:

County of Los Angeles  
Department of Community and Senior Services  
3175 West Sixth Street, Box 5  
Los Angeles, California 90020-1798  
Attention: CSBG Division

- (d) **Program Income.** All revenues which have been properly earned in excess of costs for CSBG program, including program interest, are to be treated as program

income. The Contractor shall be responsible for tracking all contract revenues and expenditures for CSBG program, including submission of the following:

- (1) A **Program Income Statement Report** is also generated by the CSAIBG Contractor on contract revenues versus expenditures. This is submitted to the DCSS CSBG Division with the expenditure close-out report. The purpose of this report is to identify the amount of Program Income. The Program Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report.
  - (2) A **Plan for Disposition of Program Income** which must be submitted by the Contractor to the County within thirty (30) days after the Income Statement Report is due. Program Income must be spent on line items identified in the plan, unless the plan is officially amended. This plan will be reviewed by the County for final approval. The Plan should be amended as soon as possible if the Income Statement Report is amended.
  - (3) Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, the Contractor must submit a **Final Report on Disposition** to the County.
  - (4) If the Final Report on Disposition is not submitted on the scheduled date, the County shall either extend the completion date, renegotiate the Plan for Disposition of Program Income, or recapture the balance of the unexpended Program Income.
- (e) **Revenue Disclosure:**  
By execution of this Contract and unless waived in writing by the County Project Director, the Contractor certifies that it has previously filed with DCSS a written statement listing all revenue received, or expected to be received by the Contractor from all federal, State, city, or County sources, or other governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities including, but not limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental agency to each such project or business activity, and the full name and address of each such agency.
- (1) During the term of this Contract, the Contractor shall prepare and file a statement similar to that filed pursuant to **§ 803(f)**, each time it receives funding from any governmental agency that is additional to revenue already disclosed in Contractor's original revenue disclosure statement. The Contractor shall file such additional statement within fifteen (15) days following receipt of such additional funding. The County shall not pay the Contractor for any services provided by the Contractor, which are funded by other sources.
  - (2) Governmental agencies and school districts shall be **exempt** from the disclosure requirements of this **§ 803(f)**, except as the requirements pertain

to other sources of funding for the Community Services American Indian Block Grant Program.

- (3) Failure of the Contractor to comply with the requirements of this **§ 803 (f)** shall constitute a material breach of contract, upon which the County may cancel, terminate, or suspend this Contract.

(f) **Cost Allocation Plan (CAP) For Cost Reimbursement Activities.**

A Cost Allocation Plan (CAP) must be submitted as a reference document to this Contract to support the distribution of any joint costs related to the activities of this Contract. All costs included in the CAP will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. The Contractor will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs allocated to the cost-reimbursement activities. The County's contract monitor will test the Contractor's Cost Allocation Plan during the normal course of monitoring to ensure compliance with OMB requirements. Failure to comply may result in no payment, or a partial or reduced payment until the Contractor is in compliance. In addition, failure to comply may result in contract termination.

(g) **Property/Capital Expenditures.**

All property costing five thousand dollars (\$5,000.00) or more purchased with Community Services Block Grant Program funds requires prior written permission from the County Project Director and may be depreciated and tagged and tracked as property of the Los Angeles County Community Services American Indian Block Grant Program.

(h) **Nonexpendable Property.**

The Contractor shall maintain a record for each item of nonexpendable property acquired for this program with Community Services American Indian Block Grant Program monies. Nonexpendable property shall include tangible personal property including but not limited to, office equipment, as well as any funds derived from the sale or disposition of non-expendable property.

- (1) Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations.
- (2) In case of termination of this Contract, the County reserves the right to determine the final disposition of said nonexpendable property acquired for this program. Said disposition may include but is not limited to, taking possession of said nonexpendable property.

(i) **Capital Improvements.**

CONTRACTOR shall assure that no CSAIBG funds provided under this Contract are used for the purchase or improvement of land or for the purchase or construction of any improvement to any building or facility, unless specifically approved in writing by COUNTY PROGRAM DIRECTOR or his designee.

**§ 804. Public Records/Confidentiality.**

- (a) Contractor shall maintain the confidentiality of any information regarding a Participant(s), and the immediate family of any applicant or Participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. The Contractor shall not divulge such information without the permission of the Participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Contract may be divulged to parties having responsibilities under the Contract for monitoring or evaluating the services and performances under the Contract and to governmental authorities to the extent necessary for the proper administration of the program.
- (b) The Contractor shall notify the County of any and all requests for release of information at least five (5) business days prior to release of said information. The Contractor shall not release said information without the County's approval.

**§ 805. Public Statements.**

The Contractor shall indicate in any and all press release(s) or any statement to the public related to the program that it is "Funded by the County of Los Angeles from funds made available under the Community Services American Indian Block Grant Program received by the County. All public statements must indicate that the Contractor is an Equal Employment Opportunity employer.

**§ 806. Joint Funding and Revenue Disclosure Requirement.**

By its execution of this Contract, Contractor certifies, unless waived by County, that it has previously filed with the CSS a written statement listing all revenue received, or expected to be received, by Contractor from Federal, State, City or County sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental or non-governmental agency to each such project or business activity, and the full name and address of each such agency.

During the term of this Contract, Contractor shall prepare and file a similar written statement each time it receives funding from any governmental or non-governmental agency which is additional to that revenue disclosed in Contractor's initial revenue disclosure statement hereunder. Such statement shall be filed with the CSS within fifteen (15) business days following receipt of such additional funding. The County shall not pay for any services provided by Contractor, which are funded by other sources. Failure of Contractor to comply with the requirements of this paragraph shall constitute a material breach of contract upon which the County or his designee may cancel, terminate, or suspend this Contract.

## § 900. INDEMNIFICATION AND INSURANCE

### § 901. Indemnification.

- (a) The Contractor shall indemnify, defend and save harmless the County, its public officials, officers, employees and agents from and against any and all liability or expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage, arising out of or connected with Contractor's operations or its services hereunder, or arising from the negligent acts or omissions of the Contractor in the performance of this Contract, including any workers' compensation suits, liability, or expense, arising from or connected with services performance by or on behalf of the Contractor by any person pursuant to this Contract.
- (b) The Contractor shall also defend and indemnify the County from any liability arising from the performance of this Contract as a result of an audit of funds received under this Contract due to the negligent acts or omissions of the Contractor in the performance of this Contract.

### §902. Insurance.

Without limiting the Contractor indemnification of the County, and except as otherwise provided herein, the Contractor shall provide and maintain at its own expense, and require all of its subcontractors to maintain, during the term of this CONTRACT the following program(s) of insurance covering its operations as applicable hereunder in this agreement. Such insurance, which shall be provided by insurer(s) satisfactory to the County's Risk Manager, shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Proof of insurance shall be delivered to DCSS, 3175 W. 6<sup>th</sup> St., Box 5, Los Angeles, CA 90020-1798 Such evidence shall specifically identify this contract and contain express conditions that the County be given at least 30 days advance written notice of any modification or termination of any program of insurance. Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the County may immediately terminate or suspend this CONTRACT.

All insurance required hereunder shall be primary with respect to any insurance maintained by the County and shall not call on the County's program for contributions. Program(s) of insurance shall include:

- (1) **General Liability:** A program, including but not limited to comprehensive general liability and independent Contractor coverage, and comprehensive general liability, with a combined single limit of not less than \$1 million per occurrence and \$2 million general aggregate. Such insurance shall name the County as additional insured. Contractor shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the additional insured as its interests appear for all contractual obligations with the Contractor (named insured) and include Contractor and the County's CSAIBG Program address and the signature/date of the insurance representative.
- (2) **Automotive Liability:** A program of insurance with a limit of liability



of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". Contractor shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages and include Contractor and the County's name/address and the signature/date of the insurance representative.

- (3) **Workers' Compensation:** A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code or by any other state, and which specifically covers all persons providing services by or on behalf of the Contractor, and all participants served by the Contractor, and risks to such persons under this CONTRACT. In all cases, this insurance shall also include Employers' Liability coverage with limits of not less than \$1 million for each accident and disease for each employee and policy limit.
- (4) **Crime Coverage:** A comprehensive crime policy in an amount not less than \$25,000 per occurrence against loss of money, securities, other property, as applicable to this agreement, for employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, or burglary and robbery. Contractor shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the individual loss payee as its interests appear for all contractual obligations with the Contractor (named insured) and include Contractor and the County's name/address and the signature/date of the insurance representative.
- (5) **Professional Liability (If applicable):** Insurance covering liability arising from any error, omission negligent or wrongful act of the Contractor, its officers, employees, agents, or professional consultants with a limit of liability of not less than \$1 million per occurrence and \$3 million aggregate. The coverage shall also provide an extended 2-year reporting period commencing upon termination or cancellation of this CONTRACT.
- (6) **Property Coverage (If applicable):** Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment: Special form ("all risk") coverage for actual cash value of County-owned or -leased property.

Real Property and All Other Personal Property: Special form ("all risk") coverage for the full replacement value of County-owned or -leased property.

### **§ 903. Self-Insurance and Self-Insured Retentions.**

Self-insurance programs are subject to separate approval by the County upon review of evidence of Contractor's financial capacity to respond. Additionally, such programs must provide the County with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The County will consider a self-insured program as an alternative to commercial insurance from the Contractor upon review and approval of the following:

- (a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. Contractor must notify the County immediately of discontinuation or substantial change in the program.
- (b) Contract to provide the County at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.
- (c) Contract to notify the County immediately of any claim, judgment, settlement, award, verdict or change in Contractor's financial condition, which would have a significant negative effect on the protection, that the self-insurance program provides the County.
- (d) Name, address and telephone number of Contractor's legal counsel and claims representative, respectively, for the self-insurance program.
- (e) Financial statement that gives evidence of Contractor's capacity to respond to claims falling within the self-insured program. Re-submission is required at least annually for the duration of the affected operation or more frequently at County's request. FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.

**§ 904. Public Entities.**

- (a) To the extent both parties to this Contract are public entities, and this provision is activated in writing by the County in the foregoing Contract, the following provision shall be substituted for **§ 901**, **§ 902** and **§ 903** herein:

In contemplation of the provisions of Section 895.2 of the *Government Code* of the State of California imposing certain tort liability jointly upon public entities solely be reason such entities being parties to an Contract as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Contract to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-state purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the *California Civil Code* is made a part hereto as if fully set forth herein. Contractor certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Contract.

**§ 905 Notification of Incidents, Claims or Suits.** (a) Contractor shall report to County any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

- (b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- (c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Program Manager.
- (d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

**§ 906 Compensation for County Costs.** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County (including cost of obtaining requisite insurance for Contractor), Contractor shall pay full compensation for all costs incurred by County.

**§ 907 Insurance Coverage Requirements for Subcontractors,** Contractor shall ensure any and all sub-contractors performing services under this Agreement by either:

- (a) Providing evidence of insurance covering the activities of sub-contractors, or
- (b) Providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to request, and Contractor agrees to provide upon such request, copies of evidence of sub-contractor insurance coverage at any time.

**§ 908 Failure to Procure or Maintain Insurance.** Failure on the part of the Contractor to procure or maintain insurance or otherwise satisfy the requirements of this § 902, shall constitute a material breach upon which the County may, in its sole discretion, immediately terminate or suspend this Agreement or procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand or the County may set off the cost of the premiums against any monies due to the Contractor from the County.

#### **§1000. NONCOMPLIANCE SANCTIONS/PENALTIES.**

The CONTRACTOR agrees to comply with the requirements set forth in this contract, and those requirements contained in the Community Services American Indian Block Grant Program and all applicable directives/bulletins issued by or on behalf of the County, State or Federal government, as applicable. Failure to comply with such requirements shall constitute a material breach of contract upon which the County may cancel, terminate or suspend this contract. Approved sanctions may include, but not be limited to the following: fiscal probation, withholding of payment, reobligation/deobligation of contract funds, or suspension/termination of this contract. Those sanctions, which may be applied, will be dependent upon the circumstance(s) of noncompliance.

**§ 1001. Contractor's Performance/Reallocation of Funds.**

Contractors are expected to perform at optimum capacity in meeting contractual obligation. The performance of Contractor will be evaluated quarterly, and funds will be reallocated in accordance with Community Services American Indian Block Grant Program policies. If Contractor fails to meet the contract goal in clients and services identified in the Statement of Work (Exhibit B), the County, at its sole discretion, may reduce the Contractor's current year funding based on the percentage of the goals achieved and may reduce the annual grant for the following fiscal year to accurately reflect the Contractor's level of performance.

**§ 1100. TERMINATION/SUSPENSION/PROBATION.**

**§ 1101. Termination for Default.**

- (a) Services performed under this contract may be terminated in whole or in part by the County providing to Contractor a written Notice of Default if:
  - (1) The Contractor fails to perform the Services within the time specified in this contract or any extension approved by the County,
  - (2) The Contractor fails to perform any other covenant or condition of this contract.
  - (3) The Contractor fails to make progress so as to endanger its performance under this contract.
- (b) The Contractor shall have ten (10) calendar days from the date of the Notice of Default in which to cure the Default(s), however, in its sole discretion, the County, through its Project Director, may extend this period or authorize a longer period for cure.
- (c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Services for Contractor Default, the County, in its sole direction, may procure replacement services and the Contractor shall be liable for all excess costs incurred by the County in connection with those replacement services, as determined by the County in its sole discretion.
- (d) If it is determined that the Contractor was not in Default under the provisions of this contract, or that the Default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination has been issued under § 1102 (Termination for Convenience).

**§ 1102. Termination for Convenience.**

- (a) Services performed under this contract may be terminated in whole or in part at any time the County deems that termination is in its best interest. The County shall terminate Services by delivering to the Contractor a written Termination Notice which specifies the extent to which Services are terminated and the effective termination date.
- (b) After receiving a Termination Notice under this section, and unless otherwise expressly directed by the county, the Contractor shall take all necessary steps and

shall stop Services on the date and to the extent specified in the Termination Notice and shall complete Services not so terminated.

- (c) If the Contractor fails to submit final billing within thirty (30) days of the termination date, the County may determine on the basis of information available to the County, the amount, if any due to the Contractor. After the County makes this determination, it shall pay that amount to the Contractor. The County's determination shall be final.

**§ 1103.Termination for Non-Appropriation of Funds.**

The County's obligation is payable only from funds appropriated for the purpose of this contract. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this contract extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of §1102 (Termination for Convenience), as of the end of the then current fiscal year. The County shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

**§ 1104.Termination for Insolvency.**

In addition to other provisions provided herein, the County may terminate this contract for Default, as provided in §1101, in any of the following events:

- (a) The Contractor becomes insolvent, that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law.
- (b) The Contractor files a voluntary petition for reorganization or bankruptcy and relief from the automatic stay in bankruptcy is obtained by the County.
- (c) A Receiver or Trustee is appointed for the Contractor, provided that the Receiver or Trustee shall not have been dismissed within thirty (30) days of appointment.
- (d) The Contractor executes an assignment for the benefit of creditors.

**§ 1105.Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.**

Failure of Contractor to maintain compliance with the requirements set forth in § 211 shall constitute a default by Contractor under this contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney and/or Department of Child Support Services shall be grounds upon which the Customer may terminate this Contract.

**§ 1106.Termination for Improper Consideration.**

- (a) The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the contract or securing favorable treatment with respect to the award,

amendment or extension of the contract or the making of any determinations with respect to the Contractor performance pursuant to the contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- (b) The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the Project Director, the County manager charged with the supervision of the employee or to the county Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- (c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **§ 1107. Suspension of Contract.**

The County may, by giving notice, suspend all or part of the program operations for [insert number] days for Contractor failure to comply with the terms and conditions of this contract. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the only conditions of non-compliance and the period provided for corrective action. Within ten (10) working days from the date of the Notice of Suspension, the Contractor shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to the County's approval in writing. Failure to reply in accordance with this section may result in termination by the County of all or part of the contract.

#### **§ 1108. Probation.**

- (a) The County Project Director may place the Contractor on probationary status when it is determined by the County Project Director for any program(s) herein that the Contractor either (1) has demonstrated a consistent and significant lack of achievement of Participant summary goals, or (2) is out of compliance with County sanction policy guidelines.
- (b) If the Contractor is placed on probationary status, the Contractor shall submit a corrective action plan within ten (10) days of the notice of probationary status. The Contractor's Corrective Action Plan (CAP) must be approved by the County Project Director. The County reserves the right to terminate contract(s) of any contractor on probationary status if the contractor does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

#### **§ 1109. Contractor Responsibility and Debarment.**

- (a) A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- (b) The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified

period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

- (c) The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- (d) If there is any evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment hearing and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- (e) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- (f) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- (g) These terms shall also apply to any subcontractors or independent consultants of County Contractors.

**§ 1110. Prohibition Against Delegation and Assignment.**

- (a) Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Section, such County consent shall be granted in the County's sole discretion and shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to the County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by the County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which the Contractor may have against the County and shall be subject to set-off, recoupment, or other reduction for any claims which the county may have against the contractor, whether under this Agreement or otherwise.
- (b) Shareholders or partners, or both, of the Contractor may sell, exchange, assign, divest or otherwise transfer any interest they may have therein. However, in the

event any such sale, exchange, assignment, divestment or other transfer, including, without limitation, any merger, reverse merger or other corporate reorganization of the contractor, is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by the County's Board of Supervisors shall be required. Any payments by the County to the Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment or other transfer shall be refused only if the County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability and/or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

## **§ 1200. GENERAL PROVISIONS.**

### **§ 1201. Contract Modifications/Amendments.**

- (a) This contract fully expresses the contract of the parties. Any modification or amendment of the terms or conditions of this contract must be by means of a separate written document approved by the County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this contract in any way.

County may make a unilateral modification to this contract at any time, if required by federal law or regulations, State law or policy, and/or County policy, within ten (10) working days after receipt of written modification from the federal, State or County government. Furthermore, to the extent funding for the program is eliminated or otherwise reduced, the County may in its sole discretion modify this contract accordingly.

- (b) **Budget Modifications.** Changes on the total contract funding as set forth in section 3 of the contract may be made by contract amendment only. With regard to the movement of funds within the budget, i.e., from one category to another, such movement may not exceed \$10,000 or 10% of the Contract, whichever is greater. Such modifications must be mutually agreed upon by the County Project Director or his designee, and CONTRACTOR and must be in the best interests of the County.
- (c) **Program Modifications. To be determined by Program.** Language may state "Contractor Requests for modifications, either budgetary or programmatic will not be accepted during the first two (2) months of the contract period, and not more than once in each quarter. Thereafter, with the exception of the last quarter when there shall be none, unless a written waiver is requested by CONTRACTOR and granted by the County."

### **§ 1202. Assignments.**

No part of this Contract or any right or obligation arising from it shall be assigned without the written consent of the County. Any attempt by the Contractor to assign this Contract shall be void and shall constitute a material breach of this Contract upon which the County may immediately terminate this Contract in accordance with the provisions of Section 1101 (Termination for Default).



**§ 1203. Subcontracting.**

- (a) No performance of this contract or any portion thereof shall be subcontracted by the Contractor without the prior written consent of the County Project Director. Any attempt by the Contractor to subcontract any performance of services under this Contract without the prior written consent of the County shall be null and void and shall constitute a material breach of this contract upon which the County may immediately terminate this Contract in accordance with the provisions of **§ 1101** (Termination for Default).
- (b) Contractor request to the County Project Director for approval to enter into a subcontract shall include:
  - (1) A description of the services to be provided by the subcontractor.
  - (2) Identification of the proposed subcontractor and a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.
  - (3) Any other information or certification requested by the County Project Director.
- (c) In the event the County Project Director Consents to subcontracting all applicable provisions and requirements of this contract shall be made applicable to such subcontract. To accomplish this requirement, the Contractor shall include in all subcontracts the following provision

"This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles."

- (d) All subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this contract, including, but not limited to, the duty to properly supervise and coordinate all the work of the Contractor and any subcontractor. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowability of any cost under this contract.
- (e) The Contractor agrees that it shall be held responsible to the County for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such contract forwarded to the County at or about the time of execution.
- (f) The Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the County shall have no liability or responsibility with respect thereto.
- (g) The Contractor shall not assign or subcontract any part or all of its interest in this contract without written approval from the County Project Director.

- (h) All applicable provisions and requirements of this contract shall apply to any subcontracts or agreements. The Contractor agrees that the Contractor shall be held responsible by the County for the performance of any subcontractor(s). Procurement of subcontractors and/or vendor services must be in compliance with appropriate County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

**§ 1204. Repayment.**

The Contractor agrees to be bound by applicable County and/or Community Services American Indian Block Grant Program disallowed cost procedures, rules and regulations, and to repay to the County any amount which is found to violate the terms of this contract or applicable Community Services American Indian Block Grant Program provisions or implementing rules and regulations.

**§ 1205. Payment Contingency.**

Payments by County during the contract period are conditioned by:

- (a) The availability of said CSA/BG funds, and.
- (b) The Contractor meeting performance goals set forth in Exhibit C, Statement of Work. Satisfaction of these conditions shall be determined by the County Project Director.

**§ 1206. Acquisition of Supplies and Equipment.**

- (a) Equipment. Contractor shall obtain at least three (3) bids in writing prior to purchasing equipment over \$5,000 per unit in value as approved in the Budget, Exhibit C, and must purchase from the lowest bidder, unless a written waiver is requested by Contractor and granted by the County. In addition, any purchase of equipment \$5,000 or more per unit shall require prior written approval of the County/State.

All equipment costing over \$5,000 or having a life expectancy of more than one (1) year shall be properly identified and inventoried as specified in the County Auditor Controller Accounting and Contract Administration Handbook and shall be charged at its actual price deducting all cash discounts, rebates, and allowances received by Contractor. Equipment purchases approved in the budget by above provisions will apply to leasing as well as to purchasing of equipment Title to such equipment shall be vested in County/State per program regulations.

- (b) **Purchase and invoice deadlines.** Purchase of equipment or property must be completed prior to the last three (3) months of the Contract period. Contractor must complete all purchases of supplies before the last two (2) months of the contract period. Invoices which have not been submitted for payment prior to the termination date of this Contract must be forwarded to the County's Fiscal Section within sixty (60) business days after the contract termination or they may not be honored. Exceptions to the preceding restrictions/limitations require prior written by County Project Director or his designee.
- (c) During this Agreement, where equipment is purchased by Community and Senior Services and furnished to the Contractor to assist in providing services under the terms of this Agreement, said equipment, whether fixed or non-fixed, is to be

transferred or returned to the Department at the request of the Director of the Department, or authorized representative.

**§ 1207. Out-of town travel:** Contractor shall not incur any expenditure for travel outside Los Angeles County without prior written approval of the County. Such expenditure must be program related. Expenditures of funds without prior approval will result in disallowed costs.

**§ 1208. Notices.**

- (a) The appropriate County representative, as set forth in Section 6 of the foregoing contract, is the party to whom the Contractor shall forward all documents, reports, and records as required by this contract.
- (b) Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.
- (c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

**§ 1209. Waivers.**

- (a) Waivers of the provisions of this contract shall be in writing and signed by the appropriate designee of the County.
- (b) No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach of that provision or of any other provision of this contract.

**§ 1210. Prohibition of Fees.**

Contractor shall not charge clients fees and/or membership fees for any services funded under this contract.

**§ 1211. Validity.**

The invalidity of any provision of this contract shall not void or affect the validity of any other provision.

**§ 1212. Disputes.**

The Contractor agrees to attempt to resolve disputes arising from this contract by administrative process and negotiation in lieu of litigation. Any dispute concerning a question of fact arising under this contract shall be settled in accordance with County grievance procedures. Contractor shall submit to the County within thirty (30) days of execution of this contract, a grievance procedure, in accordance with applicable Community Services American Indian Block Grant Program regulations, State and local laws, rules, and regulations. The Contractor also agrees to process all complaint/grievances in accordance with its adopted grievance procedure. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The Contractor also assures and agrees that it will be bound by decisions issued under the County's Community Services American Indian Block Grant Program participant

grievance procedures. The Contractor shall participate in and be bound by the questioned and/or disallowed costs grievance procedures at the County Community Services American Indian Block Grant Program level. The grievance procedure shall be as follows:

- (a) Contractor shall request a meeting with the County Project Director or his designee within thirty (30) days from the date of notice of disallowed costs. If the Contractor fails to take this action, the costs become automatically disallowed.
- (b) If agreement cannot be reached with the Contractor regarding the disallowed costs within twenty-one (21) days after the meeting or fifty-one (51) days after the notice of disallowed costs, whichever is the lesser period, the County Project Director shall make a final determination.
- (c) Final determination by the County Project Director shall be made within 72 days from the date of notice of disallowed costs. Contractor shall assure continued performance of this contract during any disputes.

**§ 1213. Entire Contract.**

- (a) This Exhibit A to the contract consisting of Thirty-Two (32) pages together with the foregoing contract and other exhibits thereto constitutes the entire, full, complete and exclusive statement of understanding between the parties, which supersedes all previous written or oral agreements and all prior communications between the parties relating to the subject matter of this contract.
- (b) Contractor warrants that it has received a copy of this Exhibit A to this contract and upon execution of this contract, it shall be Contractor's responsibility to retain on file, and to abide by the entire contract.

**§ 1214. Captions.**

The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

## STATEMENT OF WORK

### COMMUNITY SERVICES AMERICAN INDIAN BLOCK GRANT CONSULTANT

Consultant for the American Indian Self Governance Board (SGB) under supervision of the Executive Assistant of the SGB shall serve as a consultant and advisor to NAIC agencies in the acquisition and implementation of financial and administrative management systems relative to the Community Services American Indian Block Grant (CSAIBG). Activities shall include, but not be limited to, analyzing, evaluating and recommending actions regarding all aspects of new or established projects including matters related to direct and indirect expenses, program objectives, policies, resource estimates and utilization, and other related matters.

Consultant shall provide program assistance directly related to the CSAIBG that will provide increased management capacity for the American Indian contractors and will identify and assist the Indian grantees in the acquisition of new program dollars to supplement the Community Services American Indian Block Grant.

The primary activities of the Consultant shall be in the acquisition and development of new funding sources for the CSAIBG contractors as outlined below:

#### DUTIES and RESPONSIBILITIES

- Provide assistance and support in preparing status and analytical reports required to effectively manage and oversee agency engagements.
- Develop statistics and data to support recommendations regarding policies and procedures, which may impact the way the organization does business with other Federal, State and County agencies.
- Review and evaluate projects and plans to ensure coordination of activities among the various participants.
- Recommend the establishment of controls, procedures and actions to effect the necessary coordination.
- Measure progress and determine the soundness of objectives in projects by identifying whether established goals and objectives are being met.
- Identify actual or potential problem areas, trends, significant program accomplishments, areas of imbalance or other similar factors in diversified programs.
- Identify areas of improvement or excellence that should be acknowledged and/or extended to other projects.
- Recommend corrective actions in potential or actual problem areas.
- Recommend action to modify objectives or realign available resources to improve efficiency and effectiveness.
- Define and recommend new project needs or modifications based upon consideration of such factors as the impact of new or anticipated technological developments, economic conditions and the effect of actual or probable legislative action.
- Undertake projects as assigned or on own initiative.
- Prepare or direct the preparation of special reports or position papers involving broad aspects of concern, especially in the area of agency service, marketing or technical services.

SPECIAL PROJECTS: Consultant shall provide assistance on the following:

#### TANF

Funding will come as a part of the Temporary Assistance to Needy Families (TANF) program that is allocated to a Tribal Grantee/Consortium. Consultant shall work closely with the Indian agencies to ensure that each of the Indian agencies prepared to accept TANF funds. This will entail training on TANF regulations, intake and referral procedures, audit procedures, and all other necessary training to make the agencies eligible for TANF funds. Consultant shall assist the Indian agencies in conducting community hearings with the Indian community. Meetings shall be scheduled, announcements made in news publications, and other media, minutes and records maintained, training provided at each community hearing regarding the Indian TANF program, and follow-up shall be made on all requests for further information or training.

Consultant will be required to meet with County officials as well as Tribal officials to discuss the TANF plan. The consultant will be required to attend meetings of the various Tribes in the Riverside area to answer questions regarding the Los Angeles program. Based upon the community hearings and evaluation of each agency, consultant will develop an allocation plan to each of the Indian agencies, to assist in generating new funding to the Indian grantees, thus enabling the grantees to greatly expand their services in accordance with the State CSBG goals.

#### Credit Union

The Indian community has been actively involved in the development of a tribally owned credit union that will serve the Indian community of Los Angeles. The credit union will be associated with a credit union already approved by the federal credit union agency and will be made available through the Indian agencies in Los Angeles.

#### Department of Labor

There is extensive funding available in Los Angeles County and City within Department of Labor. These funds can be used to supplement the Indian grantees.

#### Department of Justice (Faith Based Initiatives)

Participation in the Faith Based Initiative training has identified various programs that may be accessible by the Indian community. The Department of Justice has funding available for youth programs that are available to our agencies.

#### Department of Housing and Urban Development

The Department of HUD has housing programs specifically for American Indians that require community planning in order to access the program. The need for low cost housing and housing access is one of the priority goals of the Indian community.

**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
COMMUNITY SERVICES AMERICAN INDIAN BLOCK GRANT**

**EXHIBIT "B"**  
Page 1 of 5

**STATEMENT OF WORK  
SUMMARY PAGE**

<b>CONTRACT NO.:</b> <b>Amendment No.:</b> <b>Modification No.:</b>
---

Agency: \_\_\_\_\_ 2004 Year

Project Title: \_\_\_\_\_ Month Contract

Address: \_\_\_\_\_ City/Zip: \_\_\_\_\_

Project Director: \_\_\_\_\_ Telephone: \_\_\_\_\_ Extension \_\_\_\_\_

Executive Director: \_\_\_\_\_ Telephone: \_\_\_\_\_ Extension \_\_\_\_\_

**Federal Identification Number:** \_\_\_\_\_

CSAIBG PROGRAM SHARE				AGENCY'S MATCH		TOTAL PROJECT COST	UNDUP. CLIENTS SERVED	TOTAL SERVICE UNITS
ORIGINAL ALLOCATION	AMENDMENT 1	AMENDMENT 2	AMENDMENT 3	TOTAL	CASH	IN-KIND		

PROGRAM AND BUDGET APPROVALS: The following representatives have reviewed and approved the Statement of Work and Budget (Exhibits "B" and "C") and any additional pages attached for use in carrying out this Contract.

Contractor's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

CSS Program Monitor: \_\_\_\_\_ Date: \_\_\_\_\_

CSS Contract Officer: \_\_\_\_\_ Date: \_\_\_\_\_

CSS Program Manager: \_\_\_\_\_ Date: \_\_\_\_\_

**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
COMMUNITY SERVICES AMERICAN INDIAN BLOCK GRANT**

**STATEMENT OF WORK  
PROJECT DESCRIPTION**

Agency: \_\_\_\_\_ 2004 Year

Project Title: \_\_\_\_\_ Month Contract

<b>CONTRACT NO.:</b> <b>Amendment No.:</b> <b>Modification No.:</b>
---

**I Project Site(s):** (If different from office address given on page 1): \_\_\_\_\_

**A. Address** (Include City and full 9 Zip Code digits)

\_\_\_\_\_  
 \_\_\_\_\_ CA \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ CA \_\_\_\_\_

**B. Project Director:** \_\_\_\_\_

**C. Telephone Number:** \_\_\_\_\_

**II. Days and Hours of Operations  
(Of Project's Offices)**

<b>MONDAYS</b>	open at: _____	close at: _____	<b>24 hours</b>	_____	<b>closed</b>	_____
<b>TUESDAYS</b>	open at: _____	close at: _____	<b>24 hours</b>	_____	<b>closed</b>	_____
<b>WEDNESDAYS</b>	open at: _____	close at: _____	<b>24 hours</b>	_____	<b>closed</b>	_____
<b>THURSDAYS</b>	open at: _____	close at: _____	<b>24 hours</b>	_____	<b>closed</b>	_____
<b>FRIDAYS</b>	open at: _____	close at: _____	<b>24 hours</b>	_____	<b>closed</b>	_____
<b>SATURDAYS</b>	open at: _____	close at: _____	<b>24 hours</b>	_____	<b>closed</b>	_____
<b>SUNDAYS</b>	open at: _____	close at: _____	<b>24 hours</b>	_____	<b>closed</b>	_____



**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
COMMUNITY SERVICES AMERICAN INDIAN BLOCK GRANT**

**EXHIBIT "B"**  
Page 3 of 5

**STATEMENT OF WORK  
PROJECT DESCRIPTION**

<b>CONTRACT NO.:</b> <b>Amendment No.:</b> <b>Modification No.:</b>
---

Agency: \_\_\_\_\_ 2004 Year

Project Title: \_\_\_\_\_ Month Contract

- 
- III. **PROJECTION DESCRIPTION:** (Outline what you plan to do under each PROGRAM CATEGORY. Your description should include any sub-categories of service and a clear definition of what constitutes a service unit for each category of service provided. There should be correlation between your description and the summaries of each program category goals and outcomes provided on pages 4 and 5 of Exhibit B.) Use more than one page if necessary.

**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
COMMUNITY SERVICES AMERICAN INDIAN BLOCK GRANT**

STATEMENT OF WORK  
EMERGENCY SERVICES  
UNDULICATED CLIENTS

<p align="center">CONTRACT NO.: Amendment No.: Modification No.:</p>
--

Agency: \_\_\_\_\_ 2004 YEAR

Project Title: \_\_\_\_\_ MONTH CONTRACT

PROGRAM CATEGORY *	NUMBER OF UNDULICATED CLIENTS												TOTAL
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Food Distribution													
Shelter (i.e. Bed Nights)													
Crisis Counseling													
Financial Assistance													
Transportation													
Employment-Related Assistance													
Health Services													
Other Emergency Services													
<b>TOTAL</b>													

COMMUNITY SERVICES AMERICAN INDIAN BLOCK GRANT

STATEMENT OF WORK  
EMERGENCY SERVICES  
SERVICES UNITS

CONTRACT NO.:
Amendment No.:
Modification No.:

Agency: \_\_\_\_\_ 2004 YEAR

Project Title: \_\_\_\_\_ MONTH CONTRACT

SERVICES UNITS													
PROGRAM CATEGORY *	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Food Distribution													
Shelter (i.e. Bed Nights)													
Crisis Counseling													
Financial Assistance													
Transportation													
Employment-Related Assistance													
Health Services													
Other Emergency Services													
TOTAL													



**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
CONSULTANT SERVICES CONTRACT**

This **Agreement** is entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the County of Los Angeles ("County"), by and through its Department, Community and Senior Services ("CSS"), and \_\_\_\_\_ ("Contractor").

**RECITALS**

**WHEREAS**, the County, through the Department of Community and Senior Services administers Community Services American Indian Block Grant (CSAIBG) ("Program"); received through the State of California Department of Community Services and Development (CSD), and

**WHEREAS**, the Board of Supervisors has authorized CSS to implement the Program for the provision of emergency and other community services, and

**WHEREAS**, CSS requires services of a special nature to provide program assistance directly related to the Community Service American Indian Block Grant.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the Program as administered by the County, the parties do hereby agree as follows:

**SECTION 1. APPLICABLE DOCUMENTS.**

(a) This Agreement consists of this 4-page document, Exhibit A entitled "Standard Terms and Conditions, County of Los Angeles Community and Senior Services, Consultant Services Contract," and Exhibit B entitled "Statement of Work." Except as otherwise provided herein, Contractor shall comply with all terms and conditions of this Agreement, including all terms contained in the exhibits hereto.

(b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service between this 4-page document and the exhibits attached hereto, said conflict or inconsistency shall be resolved in favor of Exhibit A to this Agreement.

(c) The County and Contractor recognize and agree that Contractor is and intends to remain an individual consultant during the term of this Agreement, that Contractor has no employees and no corporate or other organizational structure, and that any provisions of this Agreement, including its Exhibits, which pertain to actions or responsibilities regarding employees or corporate or other business organizations and which would not otherwise be applicable to individual contractors, shall not apply to Contractor. In the event Contractor,

during the term of this Agreement, hires employees or changes his or her organizational structure from that of an individual consultant, Contractor shall immediately notify the County of such change and all provisions of the Agreement shall thereafter apply to the Contractor.

**SECTION 2. ADMINISTRATION.** The Director shall have overall responsibility for administering this Agreement on behalf of the County. A Program Manager shall be selected by Director, and shall have functional responsibility for administering this Agreement.

**SECTION 3. CONTRACTOR RESPONSIBILITIES.**

(a) Contractor shall comply with all terms and conditions of this Agreement (including all terms contained in the exhibits hereto), and those imposed and required by Program provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the County, State and/or federal government).

(b) Contractor represents and warrants to the County, and County relies on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. The County and the Contractor understand and agree that the Contractor is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by the County pursuant to this Agreement

(c) Consistent with the Contractor's obligations set forth in this Agreement, and subject to County oversight, the Contractor shall perform those services/activities identified in the Statement of Work (Exhibit B).

**SECTION 4. COUNTY OBLIGATIONS.**

(a) The County agrees to pay the Contractor for provision of services identified in the Statement of Work (Exhibit B) in accordance with relevant invoicing policies and procedures set forth in this Agreement; provided, however, that the full and complete amount obligated and paid to the Contractor by the County shall not exceed Twenty Five Thousand Dollars (\$25,000) during the term of this Agreement. However, payment of all invoices approved by the Director shall constitute full and complete payment hereunder, including transportation and all other costs associated with the Contractor's obligations contained in this Agreement.

(b) Payments made under this section shall be made from available Program funds and shall not be a charge on any other County funds from any source. Payments are conditioned on acceptable performance/progress by the Contractor and appropriation of Program funds for this Agreement.

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## SECTION 5. METHOD OF PAYMENT.

(a) The Contractor, shall, by the last working day of each month, submit monthly Billing statements and progress reports to the Director, or his/her designee detailing efforts under the Statement of Work (Exhibit B).

(b) Upon review by and approval or disapproval to the satisfaction of the Director, the County shall pay the Contractor an initial prorated amount beginning May 18, 2004 through May 31, 2004 in an amount not to exceed \$1,786.00 and thereafter County shall pay consultant an amount not to exceed \$3,316.29 per month. Monthly installments are subject to reduction at the discretion of the Director based on the progress and performance of the Contractor in any month. The final payment to the Contractor shall be withheld pending determination by the Director, or his/her designee, that all contractual obligations are satisfactorily completed. **Monthly installments shall be made no later than the Fifteenth (15<sup>th</sup>) working day of the following month.**

(c) In order to qualify for the maximum monthly sum, consultant must document, to the satisfaction of Director or his/her designee a minimum of eighty (80) hours worked in any given month.

**SECTION 6. TERM.** The term of this Agreement shall commence upon Board approval, and terminate no later than the end of business on December 31, 2004, except as otherwise provided herein.

**SECTION 7. NOTICES/AUTHORIZED SIGNATURES.** Notices: Unless otherwise set forth in this Agreement, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent via hand-delivery or via first class mail (postage prepaid) to:

(a) County

Josie Marquez, Assistant Director  
Employment and Training Program  
Community and Senior Services  
3175 West Sixth Street, Room 307  
Los Angeles, CA 90020-1708

(b) Contractor

**IN WITNESS WHEREOF**, the County of Los Angeles, by and through its Community and Senior Services, and the Contractor have caused this Agreement to be executed on their behalf by their duly authorized representatives. The person signing on behalf of the Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor and that Contractor will perform in accordance with the terms set forth herein.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
Cynthia Banks, Chief Deputy  
Community and Senior Services

Approved as to Form:  
Office of County Counsel

By: \_\_\_\_\_  
Deputy

**CONTRACTOR**

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

**Los Angeles County Chief Administrative Office  
Grant Management Statement for Grants \$100,000 or More**

**Department:** COMMUNITY AND SENIOR SERVICES

**Grant Project Title and Description**

The Program Year 2004 Community Services American Indian Block Grant (CSAIBG) is used to provide funds to Native American non-profit community based organizations to assist economical disadvantaged Native American individuals/families toward self-sufficiency.

<b>Funding Agency</b> Department of Community Services and Development	<b>Program (Fed. Grant #/State Bill or Code #)</b> 01F-40166	<b>Grant Acceptance Deadline</b> None
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**Total Amount of Grant Funding:** \$ 350,402      **County Match Requirements:** \$0

**Grant Period:** One year      **Begin Date:** 1/1/04      **End. Date:** 12/31/04

**Number of Personnel Hired Under This Grant:** N/A      **Full Time**      **Part Time** 1

**Obligations imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant-funded program? Yes x No \_\_

Will all personnel hired for this program be placed on temporary ("N") items? Yes x No \_\_

Is the County obligated to continue this program after the grant expires? Yes \_\_ No x

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes \_\_ No x

b). Identify other revenue sources Yes \_\_ No x

(Describe) \_\_\_\_\_

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes x No \_\_

Impact of additional personnel on existing space: N/A

Other requirements not mentioned above:

Department Head Signature \_\_\_\_\_ Date \_\_\_\_\_